

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

ELISABETA MODY,

Plaintiff,

v.

Case No. 6:19-cv-1460-Orl-37DCI

PREMIER EYE CLINIC, P.A.,

Defendant.

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**ORDER**

Plaintiff sued her former employer for failure to pay overtime and other damages under the Fair Labor Standards Act (“FLSA”). (See Doc. 1.) The parties moved for approval of their FLSA settlement agreement under *Lynn’s Food Stores, Inc. v. United States ex rel. United States Department of Labor*, 679 F.2d 1350, 1355 (11th Cir. 1982). (Doc. 20 (“**Motion**”); Doc. 20-1 (“**Agreement**”).) On referral, U.S. Magistrate Judge Daniel C. Irick recommends granting the Motion in part, finding the Agreement is a fair and reasonable settlement. (Doc. 21 (“**R&R**”).) But Magistrate Judge Irick recommends striking the final sentence of paragraph 7 of the Agreement as it would permit the parties to modify the agreement without Court approval. (*Id.* at 4.)

The parties do not object to the R&R. (Doc. 22.) As such, the Court has examined the R&R only for clear error. See *Wiand v. Wells Fargo Bank, N.A.*, No. 8:12-cv-557-T-27EAJ, 2016 WL 355490, at \*1 (M.D. Fla. Jan. 28, 2016); see also *Macort v. Prem, Inc.*, 208 F. App’x 781, 784 (11th Cir. 2006). Finding no such error, the Court concludes that the

R&R is due to be adopted in its entirety.

Accordingly, it is **ORDERED AND ADJUDGED**:

1. U.S. Magistrate Judge Daniel C. Irick's Report and Recommendation (Doc. 21) is **ADOPTED, CONFIRMED**, and made a part of this Order.
2. The parties' Joint Motion for Approval of FLSA Settlement Agreement (Doc. 20) is **GRANTED IN PART AND DENIED IN PART**:
  - a. The Motion is **DENIED** to the extent the final sentence of paragraph 7 of the Agreement – "The terms of this Agreement are contractual, and may not be changed, modified, altered, interlineated or supplemented, except by agreement in writing signed by the Party against whom enforcement of the change, modification, alteration, interlineation or supplementation is sought" (Doc. 20-1, ¶ 7) – is **STRICKEN**.
  - b. In all other respects, the Motion is **GRANTED**.
3. The Agreement (Doc. 20-1), as revised above, is **APPROVED**.
4. This action is **DISMISSED WITH PREJUDICE**.
5. The Clerk is **DIRECTED** to close the file.

**DONE AND ORDERED** in Chambers in Orlando, Florida, on January 6, 2020.



  
ROY B. DALTON JR.  
United States District Judge

Copies to:  
Counsel of Record